App F. IX-1

Previous References

1932-33 (Revs)

Revs File No. 24-3

Serial Nos. 1-3

Letter References.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1-3

Part B for October 1935

SUBJECT.

Revenue

proposal for the termination of the lease of lands belonging to Sri Avadi Dutta Errabattu Yanadi village and the acceptance of the surrender of the same

No. 1106/28-29 dt. 31-1-33

from the Tehsildar Gannavaram

WD 03607—GPB—22,500—2-8-35

31.32

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE,

Bangalore, 23 July 1932

FROM

S. P. RAJAGOPALACHARI, ESQ., B.A., B.L.,
Muzrai Commissioner in Mysore.

To

C. Shankara, Esq., B.A.,

Secretary to Government of His Highness
the Maharaja of Mysore,
Revenue Department.

SIR,

[illegible]

[illegible] to Messrs V. Srinivasalu Chetty, L. Muniyanna Chetty and G. Chetty three of the mortgagees and another petition presented by the three gentlemen detailing the conditions under which they are prepared to take up the lease of the village for 30 years. The negotiations previously carried on to lease the village to Mr. Krishniah Chetty, Shaddaga of the -- permanent lessee, had to be abandoned, because of the Legal Remembrancer's - opinion noted in the margin communicated with your letter No.107-8/ Muz.53-28-12 dated 15th June 1929.

Mr. Dutt's confidential note shows that the interest of the permanent lessee has -- passed through the third party and that he has no substantial interest in the -- property. A Release Deed from him cannot operate to extinguish the incumbrances created by him and will not be binding on the mortgagees. Under the circumstances a fresh lease from Krishniah -- Chetty can confer no rights to and --- serves no useful purpose.

3. The above legal opinion is based upon a misapprehension that the permanent lessee has no ---- substantial interest in the property. I enclose herewith a copy of note by Mr. Somayya, High Court Vakil of Madras, through whom the negotiations were carried on, received from Mr. N. Subba Rao, the well wisher of the Datt. It will be seen therefrom that the interest that has been alienated by the ------ permanent lessee is not considerable and that he is in possession of the substantial portion of the property.

4. Besides, this time the offer comes from the mortgagees themselves who ---- further undertake to make all possible attempts to terminate, at their own cost, the other alienations by private settlement or through court if necessary, besides agreeing to repair the tank, and to pay a rental of Rs.350/- per annum, as against the permanent lease of Rs.200/-, whether they succeed to oust the other mortgagees or not.

5. Mr. Somayya's note explains in sufficient detail the benefits that will accrue to the matha if the terms now offered are accepted. Briefly stated, it will not only secure to the matha the possession of the village which has passed out of its hand since 1800 but will also save the risk and cost of embarking upon a civil litigation of doubtful utility and the cost of restoring the tank, -- while at the same time getting a higher income for the Datt. At the end of - the lease period the Datt is sure to get an extent of 151 acres-70 cents of -- wet and dry land, even if the proposed lessees fail to have the mortgage of -- Venkatapa cancelled.

6. Mr. N. Subba Rao has intimated that the Samigalu has signified his --- assent to the above three of the terms. The Deputy Commissioner, Polar, whom

I consulted, has reported in his letter No.2-c.1574/31-'2 dated [illegible] 1932 (copy enclosed) that the terms proposed are beneficial to the Dutt- and may be accepted.

7. As the permanent lessee holds a substantial interest [illegible] and the new lessees are required to [illegible] their own cost, the legal opinion expressed in 1930 [illegible] relaxation, and I consider that the relinquishment by the [illegible] be accepted under the altered circumstances, but that [illegible] agreed to.

8. I regret that the delay in reporting on this case has [illegible] converted to [illegible] lease may be accepted in order [illegible] necessary [illegible] executed. In view of the [illegible] matter, I solicit the favour of [illegible] to others.

[illegible]

[illegible],

[illegible],

Your [illegible],

Jaipal

The connected file was handed to Hon'ble member of Council on 28/7 afternoon. This Branch has been in continuation with the Hon'ble Minister concerned in this matter.

30/7

i) The Law Deptt. may be consulted after this letter of the Hon'ble minister returned by the member.

30/7/32

30/7

Finance Secy

ii) I think the M.L.'s recommendation may be accepted as there is no very strong legal objection to it. Legal opinion may be taken. Case may be dealt with very promptly.

Law Secy

Law Secy's compliments.

31.7.32

4/8

Letter No.A2-C.1574/31-32 dated 1st July 1932 from the Deputy Commissioner, Kolar District to the Muzrai Commissioner in Mysore.

Subject:- Affairs of Errabettayyanur village belonging to Sri Swami Mutt.

With reference to your memo No.1557/31-32 dated 25-6-32 forwarding a copy of letter No.1946/Muz.62-31-8 dated 24/25th June 1932 from the Financial Secretary to Government stating among other things that if the sale of the village is to be stopped, the Deputy Commissioner as manager of the Matt properties has to take proceedings by way of a suit to cancel the permanent lease granted by the late Swami etc., I have the honor to invite kind reference to the -- -- Financial Secretaries letter No.2217/Muz.277-30-2 dated 11-4-31 addressed to you stating that the question of filing suit to cancel the permanent lease may lie over until the new Swamy assumes management. I therefore request your -- further instructions in the matter.

"C o p y"

For Muzrai Commissioner.

D.O.A2.C.1574/31-32 dated 15th July 1932 from the Deputy Co [illegible],
Kolar District to the Huzrai Co[illegible]oner [illegible]sore

---

In reply to your letter [illegible].C.1557/31-32 dated 13th July 1932, I beg to state that in my opinion, the terms proposed are beneficial to the [illegible]uti and may be accepted. I return herewith the enclosures to your D.O. letter under reply.

"C o p y"

For Huzrai Commissioner

Serial No.

7 | 453-28-2

6 The facts now stated in Mr.Somayya's note make the position quite different from what it was when the Legal Remembrancer gave his opinion on 15th July 1929- It now appears that a large portion of the village is in the possession of the permanent lessee himself and that the new lease for 30 years is proposed to be given to persons who are already usufructuary mortgagees of 7 acres and 31 cents of wet land in the village. The surrender by the permanent lessee therefore would be effective as regards the lands in his possession and those in the possession of the new lessees.

It should however be noted that under condition (iv) of the terms offerred by the new lessees, the 7 acres and 31 cents of wet land held by them as usufructuary mortgagees, will continue to be held by them even after the expiry of 30 years on a payment of a small rental of Rs.50 per year- In this respect, the permanent lease, so far as this portion of the property is concerned, practically continues to be effective.

The new lessees undertake to make all possible attempts, at their cost, to get the other alienations set aside, but of course do not hold themselves liable in case their attempts prove unsuccessful. It is however doubtful how the new lessees can legally get a - cause of action to set aside the alienations in question because those alienations cannot be set aside unless the permanent lease is set aside as being one beyond the capacity of the Mathadhipati to grant. But in this case the permanent lease is not going to be set aside on that

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31

that ground, but will be merely surrendered by the lessee himself for consideration, viz., the granting of a 30 year's lease on certain terms to the new lessees. It may be a little bit hard to contend that this surrender has the same effect as the setting aside of the permanent lease. Rather it might be contended that the entire transaction is one entered into by the parties to defeat the just rights of the alienees, especially since under the proposed settlement, the alienation in favour of the new lessees themselves, is left unquestioned.

It is however no doubt true that beyond the two disadvantages noted above, the proposed arrangement is certainly beneficial to the mutt, having in view its present financial condition and the liabilities, it has to undertake as regards the repairs of the tank, the payment of arrears etc. In these circumstances, Government would be within their rights as managers, to enter into a Settlement of the disputes regarding this village as proposed by the Muzrai Commissioner. It is of course much better if the assent of the Swami, who is a major, is taken in writing so that the act of Government in entering into this compromise might not be questioned at any future date.

44
Law

A

Muz Branch)
with compts

DRP
3/8/32

Submitted with reference to the Member's minute
& 31.7.32 supra.

In view of what is stated at A, I approved action will be taken as per Member's orders in para 4 supra.

Keeo
4/8/32

Jai Singh)

4/8/32

4/8/32

6/8/32

M.S.

General and Revenue Secretariat — File No. 24 of 1932

Serial No.

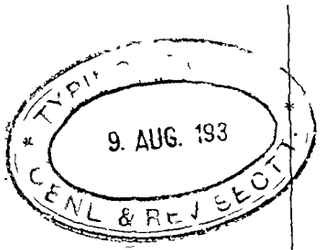
Dft
Head
GS Dft
8/8

Put up fair draft as revised please
8/8/32

Fair Dft as circulated
GS
8/8
Fair Secy

For perusal
before issue
8/8/32

2. To the Rec No. 262/S/32
Approve the recommendation made in para 7 of Rec-1
8/8
8/8



I got the file back to suggest a slight modification in the procedure to be adopted in this case, so as to avoid the difficulty pointed out in para 8 of my note of 3rd August 1932.

What the Mun Com recommends is to get a registered deed executed by the present permanent lessee relinquishing his rights under the permanent lease — in consideration of Govt agreeing to give a new lease to Srinivasalu chetty & others on the terms proposed by them, and then to grant the new lease as agreed to. This surrender is not likely to have the same legal effect as the setting aside of the permanent lease, because under the law a surrender cannot be made

NOTE—Contn Sheet.

so as to prejudice the rights of the ~~of~~ lessee's alienees; but such rights since they are merely derived from the permanent lease cannot continue to exist as soon as the permanent lease itself is extinguished by a legal right vested in the Mathadhipathi.

I would therefore suggest that instead of taking a surrender as proposed, Govt as managers of the Trust property may by means of a notice to the permanent lessee - Mr. Ramakrishnachetty - set aside the lease granted to him by the previous Swamis, on the ground that it is not binding on the present Swami and also inform him in the notice of the new lease for 30 years granted to Srinivasachetty & others on the terms agreed upon. Copies of this notice may be sent to the mortgagees also. As soon as this done, the new lease may be granted by means of duly registered documents executed by Govt on behalf of the lessor and by the three gentlemen who have agreed to take the lease.

If the transaction is carried on in the manner suggested above, the new lessees will have no legal difficulty in instituting the proposed suits against the three mortgagees.

This document must contain all the terms agreed upon & must specifically provide for the lessees themselves getting possession of the leasehold premises so as to exonerate the lessor from liability in this respect.

General and Revenu
Secretariat

of 1932.

Serial No.

The account of the Swami has of course to be taken as already suggested -

Mr Bs with Compts

Dmp 11/8/32

Submitted with a draft on the above lines.

As instructed by the Pl-Secy, a telephone mess was sent to the Inc Yesterday asking him to defer taking action on Sl. 2 above, pending further instructions & this was also confirmed in letter No. 266 Yesterday

Read 11/8/32

Put up draft as revised please.

11/8/32

Fair draft Subd.

Read 11/8/32

For approval.

11/8/32

Fin Secy)

(Sd Member)

11/8

32

11/8/32

3 No 279 dy 13-8-32 to the Allahabad Commissioner forwarding copy of the further legal Opinion etc

OFF
11 AUG 1932
No. 6002

File No. 24 of 1932 | General Secr

Subject and requesting him to take necessary action as suggested therein

Letter No 1406/28-29 of 31.1.33 from the Inspector Commissioner stating that it has since been reported that the registered lease deed pertaining to the lease of Erravelliagraram Village was received on 27/12/32, that it has been filed in the Kulbargal Taluk office and that the Sub-Divisional Officer has been asked to collect the arrears of rent and the cost of repairs from the lessees -

Receipt of a further report is awaited

For perusal
2/2/33

If approved, these proceedings will be recorded.

30.9.35

No. 266 of 10.8.32

The

The Muzrai Commissioner in Mysore,
Bangalore.

I am directed to confirm the telephone message sent to you today reading as follows:-

"Please defer taking action on letter No.262/Muz.24-32-2 dated 9-8-1932 re: lease of lands belonging to Avani Mutt in Tirrabettayyanur Village, pending further instruction from Government."

I have the honor to be,
Sir,
Your most obedient servant,

for Financial Secretary to Government.

Immediate

132
Mys
13

From

The Financial Secy. to Govt.

To

The Asstt Comr. in Mysore

Please defer taking action on letter No. 262/Asst. 24-32-2 dd 9-8-32 relating to transfer of lands from Errabettayyanna Village pending further instructions from Govt.

10/8/32

10/8/32

Telephone Subtd
Secy as per instructions
of the Finl Secy

Recd
10/8/32

Received by
Hanumanthaiah
Asst. Comr's
Clerk, Mysore

10/8/32

4450M

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE 7A

FINANCIAL SECRETARIAT.

Dated Bangalore, 9th August 1932.

No. 262/Muz: 24-32-2.

From

The *Financial Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Muzrai Commissioner in Mysore,

Bangalore.

Sir,

Subject:- Proposals for the termination of the permanent lease of lands Irrabettayanur Village belonging to Sri Avani Mutt and the acceptance of fresh -- lease of the same.

With reference to your letter No.1557/31-32 of 28th July 1932, on the above subject, I am directed to state that, for reasons explained by you, the recommendations contained in para 7 of your letter that the relinquishment by the permanent lessee of his permanent lease right over the said lands may be accepted and the terms of the new lease agreed to, are approved.

I am to add that it is much better if the assent of the Swami who is a major, is taken in writing to the above transactions, so that the act of Government in entering into this compromise might not be questioned at any future date.

The further action taken as above, may kindly be communicated for the information of Government.

The

The enclosures to your letter are herewith returned.

I have the honour to be,

S i r,

Your most obedient servant,

Sd/- S. Shamanna,
Financial Secretary to Government.

K.N.R.3.
7-8.

Memo No. 263 finy 24-32-2 Dated, 9th August 1932.

Copy of the above, is forwarded, with compliments, to the Comptroller to the Government of Mysore, Bangalore, for information.

By Order,

For Financial Secretary to Government.

K.N.R.2.
9-8.

SUBJECT .....

.....

.....

Section Mary

File No. 26-32

Serial No. 9

Diary No. of letter replied to .....

No. 262

To Encl: 1 File

M.C

General and Revenue Secretariat

( )

the *193* .

Date of issue 9. 8. 32

Signed by G.N.D. Muddukrishnaiah

Subject:— Proposals for the termination of the permanent lease of lands in Errabelayya Village belonging to Sri Avadhanulu & the acceptance of fresh lease of the same

Sir,

With reference my letter No 1557/31-32 of 28/7/32 on the above subject, I am directed to state that, for reasons explained by you, the recommendations contained in para 9 of your letter

List of enclosures .....

Copied by .....

Examined by .....

the relinquishment by the permanent
lessee of his permanent lease might
over the said lands may be accepted
& the terms of the new lease
agreed to, are approved.

I am to add that the
written letter of the assent of
the Swazi who is a major, is taken
in writing to the above transactions,
so that the act of Govt in
entering into this compromise
might not be questioned at
any future date.

No further action taken
above, may kindly be communicated
to me information of Govt, the
enclosures to your letter are
herewith returned.

I have &c

8/8/02 Sec to Govt

Memo no 263/mm 8/9 8.02 to sm
Copy to Comm.r

Sec
6/8/02
for Sec to Govt
to sign

6/8/02

Muzrai 24-32-2

12th August 1932.

S. P. Rajagopalachari, Esq., B.A., B.L.,

Muzrai Commissioner in Mysore.

Subject:- Proposals for the termination of the present lease of lands belonging to Sri Avani Mutt in Errabettayyanur village and the acceptance of fresh lease of the same.

In continuation of this office letter No.262/Muz.24-32 2 dated 9th August 1932, on the above subject, I am directed to note below the further legal opinion in the matter and to request that necessary action may kindly be taken as suggested therein:-

"Instead of taking a surrender as proposed, Government as managers of the Mutt property may by means of a notice to the permanent lessee — Mr.Ramakrishna Chetty - set aside the lease granted to him by the previous Swami, on the ground that it is not binding on the present Swami and also inform him in the notice of the new lease for 30 years granted to Messrs. Srinivasalu Chetty and others on the terms agreed upon. Copies of this notice may be sent to the mortgagees also. As soon as this is done, the new lease may be granted by means of duly registered documents executed by Government on behalf of the lessor and by the three gentlemen who have agreed to take the lease."

"This document must contain all the terms agreed upon and must specifically provide for the lessees themselves - getting possession of the lease-hold premises, so as to - exonerate the lessor from liability in that respect".

The assent of the Swami to the above transactions has to be taken as already instructed.

I have the honour to be,

Sir,

Your most obedient servant,

for Financial Secretary to Government.

BILL.2.

F G—1]

SUBJECT .....

.....

.....

Section Mis

File No. 24 - 32

Serial No. 3

Diary No. of letter replied to .....

No. 279

To The Inspector Genl.

Subject.— Proposals for the renewal of the present lease of Lands belonging to Sri Avani Mutt in Errabettayyanur village & the acceptance of fresh lease of the same.

General and Revenue Secretariat

( )

the *193* .

Date of issue 13/8-32

Signed by Mr. R. Muthuswamy

Sir,

In continuation of this office letter No. 262/Mis. 24-32-2 dt 9-8-32, on the above subject, I am directed to note below the further legal opinion in the matter and to request that necessary action may kindly be taken as suggested therein:—

(Here enter para 22, beginning from the words "Instead of taking a surrender &c-&c including the portion in margin" of P. dt)

The assent of the Swamiji to the above proposals has to be taken as already instructed. I have &c

List of enclosures .....

Copied by .....

Examined by .....

WD 71—GBPM—40,000—20-7-31

M C. 13]

No. 1706/28-29
Eve one.

FFV SECRETARIAT
2 FEB 1933
8354

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE.

Dated, Bangalore, [illegible] *193* [illegible].

FROM

S. HIRIANNAIYA, ESQ,. M.A., B.L.,
Muzrai Commissioner in Mysore

To

[illegible], B. A., B.L.,
Secretary to the Government of His Highness
the Maharaja of Mysore
[illegible] *Department.*

SIR,

[illegible]

Letter No.R.Dis.(2-).430/31-[illegible] dated 7th January [illegible] from the Deputy Commissioner, Polar District to the Nuzvid Commissionership.

Subject:- Lease - Yerra[illegible]ayi[illegible]nur village - belonging to the Pulut.

With reference to your letter No.C.1706/32-33 dated [illegible]th October 1932 on the above, I have the honor to state that a fresh lease of the said village was executed by Mr. V. Srinivasalu Chetty and [illegible] on 31-10-1932. This lease deed was returned to this office on 7-11-32 by the lessees after getting it duly registered.

2. I have instructed the Sub Division Officer, Polar, to [illegible] immediate action for the recovery of the arrears of [illegible] the Patt from the lessees and credit the same to [illegible]. He has also been directed that in addition to the arrears, the lessees should be called upon to [illegible] the amount of Rs.3,30/- being the cost of estimate for the repairs of the Pulupacheruvu tank.

3. The lease deed now executed has been directed to be filed in the custody in the Pulpetal Taluk Office, with the [illegible].

"Sd"

For Nuzvid Commissioner.

mh